

BY ENTERING INTO ANY SERVICES WITH ROCKET SCIENCE THE CUSTOMER ACCEPTS THE TERMS AND CONDITIONS CONTAINED HEREIN. THE CUSTOMER AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY AND PASSED THE NECESSARY COMPANY RESOLUTION TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, “YOU” AND “THE CUSTOMER” AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY.

TERMS AND CONDITIONS OF SERVICES

WHEREAS this Agreement (“Agreement”) governs all services rendered by either Rocket Science Media Solutions CC and/or RS Solutions Holdings (Pty) Ltd (collectively referred to as Rocket Science) to the individual or entity that has at their special instance and request requested the Services of Rocket Science.

AND WHEREAS this Agreement shall be applicable to all invoices provided to the Customer by Rocket Science, unless a separate written agreement has been concluded which governs the invoice provided to the Customer.

1. DEFINITIONS

- 1.1. “After hours support” means 17h01 to 06h59 GMT+2 7-days a week;
- 1.2. “Anti Malware” means anti-virus signature and behavioral protection;
- 1.3. “Backup Recovery Point” means backup frequency;
- 1.4. “Backup Recovery Time” means the time it will take for a restore to start;
- 1.5. “Backup Register” means a database of backup meta data that is formed and stored on a backup Customer device;
- 1.6. “Business Day” Monday to Friday 07:00 to 17:00 GMT+2;

- 1.7. “Customer” refers to the individual or entity that has engaged with Rocket Science for or ordered the Services of Rocket Science;
- 1.8. “Customer Applications” means all software programs, including any source code for such programs, that the Company or its Users provide and load onto, or create using, any Rocket Science “platform as a service” or “infrastructure as a service” Services;
- 1.9. “Customer Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material (other than Customer Applications), in any format, provided by the Customer or its Users that reside in, or run on or through, the Services Environment;
- 1.10. “Dashboard” means a live portal where the Customer can view and manage its backups;
- 1.11. “Data Centre” means the Customer’s group of network computer servers used for remote storage, processing, or distribution of large amounts of data;
- 1.12. “Data Tape” means a magnetic tape data storage, used for backing up digital information on magnetic tape using digital recording;
- 1.13. “Device” means a piece of hardware (desktop, server or virtual machine) that has backup client software installed to perform routine backup and restore operations. Each device is identified by a unique name, password and encryption key (required for installation and re-installation). A device can be installed on several computers: the primary computer where data backup takes place and any number of additional computers in the restore-only mode;
- 1.14. “Encryption key” (Also called security code) means a word combination used to securely encrypt backup data. The encryption key is set just once (during the Backup Manager installation) and cannot be changed or retrieved afterwards;
- 1.15. “Firewall” means a network security system that monitors and controls incoming and outgoing network traffic based on predetermined security rules;
- 1.16. “Infrastructure” Data Centre hardware, networking and firewall;

- 1.17. “Level 1 Incident” A server, connectivity or any other disruption of service affecting the entire business with a response time of 30-minutes during Support Hours and 90-minutes during After Hours Support;
- 1.18. “Level 2 Incident” A server, connectivity or any other disruption of service affecting more than 2 users with a response time of 60-minutes during Support Hours and 2-hours during After Hours Support;
- 1.19. “Level 3 Incident” A disruption of service affecting a single user with a response time of 2-hours during Support Hours and 4-hours during After Hours Support;
- 1.20. “Order” means Services set out in a quotation, order document or invoice provided by Rocket Science to the Customer;
- 1.21. “Platform” means an operating system running on Data Centre infrastructure;
- 1.22. “Response Time” means the time for a support engineer to accept a call;
- 1.23. “Seed restore” means seed restore is a reverse seeding process to download data from the cloud in bulk for use in a local restore, where cloud services are utilised. This is useful if the Internet connection on the target computer isn’t fast enough or if uploading data from the Internet is undesirable (for example, due to security reasons);
- 1.24. “Seeding” means the process of uploading backup data to the cloud in bulk. Seed backups are performed to a temporary storage medium and then transferred to the cloud from a machine with a high-speed Internet connection;
- 1.25. “Services” means the descriptions of the Services selected by the Customer and set out in the Customer purchase order, quote, and/or invoice provided, which may be one or a combination of:
 - 1.25.1. Adobe Experience Cloud;
 - 1.25.2. Red Hat Solutions;
 - 1.25.3. Amazon Web Services (AWS);
 - 1.25.4. Apple Based Solutions;

- 1.25.5. Huawei converged infrastructure and cloud services;
- 1.25.6. Wasabi Cloud Storage Solution;
- 1.25.7. Avid Solutions;
- 1.25.8. Media Asset Management;
- 1.25.9. Storage & Storage Workflows;
- 1.25.10. Video-on-Demand (VOD) and Content Delivery Networks (CDN);
- 1.25.11. Broadcast * Payout Solutions; and
- 1.25.12. Workflow Design & Automation.

(This list is not a limitation on the Services rendered and/or provided by Rocket Science, and all services not included in this list shall be as if incorporated herein and be governed by this Agreement.)

- 1.26. “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by Rocket Science to which Rocket Science grants the Customer and its Users access as part of the Services which it has ordered. As applicable and subject to the terms of this Agreement and the Order, Rocket Science Programs, Third Party Content, Customer Content and Applications may be hosted in the Services Environment;
- 1.27. “Services Period” refers to the period of time for which the Customer ordered the Services, as specified in the Customer Order document;
- 1.28. “Service Specifications” means the descriptions set out in the Customer Order;
- 1.29. “Support Hours” 06h00 to 22h00 GMT+2 7-days a week;
- 1.30. “Support Level” means an Incident or Task logged at the Rocket Science Helpdesk with a response time determined by a Level 1, Level 2, Level 3 or Task classification;
- 1.31. “Task” means planned maintenance or changes;

- 1.32. “Third Party Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Rocket Science and made available to the Customer through, within, or in conjunction with its use of the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology;
- 1.33. “Users” means those employees, contractors, and end users, as applicable, authorized by the Customer or on its behalf to use the Services in accordance with this Agreement and the Customer’s Order. For Services that are specifically designed to allow the Customer’s suppliers, customers or other third parties to access the Services to interact with the Customer, such third parties will be considered “Users” subject to the terms of this Agreement and the Customer Order.

2. TERM OF AGREEMENT

- 2.1. This Agreement shall be applicable to all Services rendered by Rocket Science to the Customer.
- 2.2. Each Service Specification contemplated in an Ordering document shall commence on the relevant Service Commencement Date and shall endure for the relevant Services Period, whereafter it shall be automatically renewed for further renewal periods, subject to the right of either Party to terminate any Services at the end of its relevant Service Period or any Renewal Period on no less than 90 (ninety) days written notice to the other Party.
- 2.3. All Services, products, hardware, and software supplied/rendered by Rocket Science to a Customer and/or end user will be bound by the conditions of this Agreement. The lists mentioned herein is not exhaustive and Rocket Science reserves its right to render and/or provide additional Service or Support not listed and/or contained herein. The Customer acknowledges that Rocket Science is continuously evolving and as such may acquire additional Services, products, hardware, and software from time to time that it will render to Customers which is or may not be mentioned herein.

3. RIGHTS GRANTED

- 3.1. For the duration of the Services Period and subject to the Customer payment obligations, and except as otherwise set forth in this Agreement or the Customer Order, Rocket Science will perform the Services for the Customer.
- 3.2. To enable Rocket Science to provide the Customer and the Customer Users with the Services, the Customer hereby grants Rocket Science the right to use, process and transmit, in accordance with this Agreement and the Customer Order and Content for the duration of the Services Period, plus any additional post-termination period, during which Rocket Science provides the Customer with access to retrieve an export file of the Customer Content.
- 3.3. The parties agree that should the Customer fail to make payment and/or fall into arrears on its account, will Rocket Science be entitled to withhold any further Services and/or be entitled to suspend any active Services which shall include but not be limited to the suspension of any active licences.
- 3.4. Rocket Science provides no guarantee and/or warranty that the Services rendered shall be 100% completed. Especially in the Data Recovery Services. Rocket Science warrants that it has the necessary expertise to render the Services which the Customer accepts as correct.

4. OWNERSHIP AND RESTRICTIONS

- 4.1. The Customer retains all ownership and intellectual property rights in and to the Customer Content. Rocket Science or its licensors retain all ownership and intellectual property rights to the Services, including all Rocket Science solutions, and derivative works thereof, and to anything developed or delivered by or on behalf of Rocket Science under this Agreement.
- 4.2. The Customer may not, and may not cause or permit others to:
 - 4.2.1. perform or disclose any benchmark or performance tests of the Services, including any Rocket Science programs;
 - 4.2.2. perform or disclose any of the following security testing of the Services environment or associated infrastructure: network discovery, port and service

identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and

4.2.3. license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Rocket Science programs, ancillary programs or Rocket Science materials to any third party, other than as expressly permitted under the terms of the applicable Order.

4.3. Rocket Science shall retain ownership to all products supplied until all amounts have been settled by the Customer. This shall include but not be limited to hardware and software.

5. SERVICE SPECIFICATIONS

5.1. The Customer Order will specify the Service specifications selected by the Customer.

5.2. Rocket Science and its affiliates may perform certain aspects of the Disaster Recovery and Cloud Backup Services, such as service administration and support, as well as other Services (including Professional Services), from locations and/or through the use of subcontractors, worldwide.

5.3. Should the Services requested by the Customer be in respect of hardware or software, Rocket Science reserves its right to withhold delivery of the hardware or software until full payment has been received.

5.4. Should the Customer's account be in arrears, Rocket Science reserves its right to withhold delivery of the hardware or software until the account has been brought up to date.

6. USE OF THE SERVICES

6.1. The Customer is responsible for the integrity of the Data targeted for Backup. Rocket Science backs up data "as is" and will restore data in the same format it was backed up in.

6.2. The Services requested by the Customer was at the Customers own discretion and election, and the Customer has agreed to be bound by the conditions imposed by Rocket Science in respect of these Services.

- 6.3. Rocket Science cannot be held liable for any defects to the software or hardware supplied or any damages suffered due to the software or hardware supplied. The Customer shall be required to claim any such damages from the creator and/or manufacturer of the software or hardware.

7. SERVICE LEVEL DEFINITIONS

- 7.1. Successfully Backed Up Data: Rocket Science can only provide a 100% data recovery guarantee on data that has been backed up to the Data Tapes without error corruption. Upon each backup operation our backup software will set a flag that clearly indicates that a successful backup has occurred. Data backup success will also be reported on a daily basis. In the event of a backup failure the Customer may schedule or contact Rocket Science to arrange for a subsequent backup.
- 7.2. Where there has been either a failure to properly back up to Data Tapes, keep own Back Up Register, failure to load Anti-Malware, or a failure with the Data Tapes themselves, Rocket Science will not be able to provide a guaranteed back up and will not be liable for any data loss in this regard. Customers are therefore encouraged to keep a further data back up source.
- 7.3. Data Restoration Initiation: In most cases the Customer will be able to restore files without Rocket Science assistance through the live dashboard, in line with the Customer recovery time objectives (RTO).
- 7.4. Measured Unavailable Time for Service: Disaster Recovery is deemed to be unavailable to the Customer when the Service is fully interrupted (an "Outage"). The measured unavailable time starts upon notification of an Outage by the Customer to the Rocket Science support team in accordance with the Support Procedure Document. The measured unavailable time ends when the affected Service is restored. Additional time taken by the Customer to perform confirmation testing is not included in the measured unavailable time if the Service is in fact restored. The Customer acknowledges that although Rocket Science does monitor use of the Backup Service, the Customer is responsible for notifying Rocket Science of any Outages or other Service issues.
- 7.5. Data Retention Time (DRT): Rocket Science recommends that Customers follow a prescribed schedule for backups as follows: Data to be retained over a 28-day cycle with full backups occurring weekly and differential backups running on a daily basis. Customer data will therefore age and new data will overwrite data that is more than 28 days old.

7.6. Recovery Point Objective (RPO): Data backup occurs at a fixed point in time according to a schedule agreed upon between the parties. Failure by the Customer to comply with these back up periods will result in Rocket Science not being liable for the loss of any data. Any data that exists between backups is vulnerable. The length of time between backups is the recovery point objective (RPO). This is the point back in time to which the Customer data must be recovered. This would typically be a maximum of 24 hours since backups take place daily. If a more frequent backup schedule is required, it must be pre-arranged with Rocket Science and reflected in the Customer Order Document.

7.7. Recovery Time Objective (RTO): This is the maximum elapsed time required to complete the recovery of the Customer data. RTO is a function of the size of the data delivery circuit and the total amount of data to be recovered. In most cases where the total data recovered is less than 1 terabyte this could be 6, 12 or 24 hours if the Customer environment is properly functioning and ready to receive data. RTO objectives should be discussed with a Rocket Science account executive. An RTO measurement will begin only when the Customer environment is properly functioning and ready to receive data.

8. Support Procedure

8.1. The Customer must contact Rocket Science at E-Mail: help@RocketScience.com to report all Service problems in accordance with the Support Procedure Document.

9. Service Level Exemption

9.1. Degradation in the performance of the Services and unavailable time shall not be included for the purposes of determining whether the Services meet the minimum service requirements, or for calculating measured unavailable time if such degradation or unavailable time arises from:

9.1.1. Scheduled Maintenance or other service interruptions agreed to by the Customer for the purpose of allowing Rocket Science to upgrade, change, implement an Order, maintain, or repair the Services or related facilities;

9.1.2. directly or indirectly as the result of the Customer's acts or omissions, any person for whom the Customer are legally responsible, or any person using the Services;

- 9.1.3. failure of equipment or systems not within Rocket Science's Backup, or of equipment or systems not provided, or under the control or direction of Rocket Science including equipment or systems Rocket Science may obtain or contract for at the Customer's request. This failure shall be limited to actions of Rocket Science which constitute negligence on the part of the Rocket Science employee or representative;
- 9.1.4. any failure by the Customer to afford access to any location for which the Customer is responsible, or to any facilities of Rocket Science for the purpose of investigating and correcting a degradation in the Services or an Outage and any Force Majeure Event.

10. Scheduled and Unscheduled Maintenance

- 10.1. Scheduled Maintenance means any maintenance activities performed at the Rocket Science point of presence (POP) to which the Customer facilities are connected. The Customer shall be given at least 15 business days' advance notice of any maintenance activities. Notice of scheduled maintenance shall be given to the Customer designated contact person.
- 10.2. Unscheduled Maintenance means any maintenance activities performed at the Rocket Science point of presence (POP) to which the Customer facilities are connected as a result of a threat or an emergency. A Threat is defined as a situation or condition that would not normally cause an outage to a customer but introduces a very low risk to services or may lead to a brief service interruption of less than 100 milliseconds. In the case of a threat Rocket Science will strive to provide the Customer with three business days' advance notice. In the event of an emergency (defined as unplanned critical repairs, acts of vandalism and/or nature that has caused or could cause a degradation or interruption of service) Rocket Science will make best efforts to provide the Customer with notice and an estimated time to repair.

11. FEES AND TAXES

- 11.1. All fees payable to Rocket Science are due prior to commencement of the Services, in line with the cost estimate/quote issued by Rocket Science, unless expressly agreed in writing between the Parties.

- 11.2. Once placed, the Customer Order is non-cancellable and the sums paid non-refundable, except as provided in this Agreement or the Customer Order. The Customer will pay any value-added or other similar taxes imposed by applicable law that Rocket Science must pay based on the Services ordered by the Customer.
- 11.3. The Customer will reimburse Rocket Science for all reasonable expenses incurred related to providing any Professional Services provided by Rocket Science. Fees for Services listed in an Order are exclusive of taxes and expenses.
- 11.4. The Customer agrees and acknowledges that it has not relied on the future availability of any Services, programs or updates in entering the payment obligations in the Customer Order, however, the preceding does not relieve Rocket Science of its obligation during the Services Period to deliver Services that the Customer has ordered under this Agreement.
- 11.5. Should the Customer fail to make payment on demand and/or the Customer's account be in arrears for more than 30 days, interest of 2.5% per month, compounded daily, shall be levied to the outstanding payments/arrears.
- 11.6. Rocket Science shall retain ownership of any product sold until full payment has been received.
- 11.7. Rocket Science reserves its right to apply any payments to legal costs and/or interest prior to the capital amount.
- 11.8. Any legal costs incurred by Rocket Science due to a breach of this Agreement, failure to pay any fees, and/or in respect of any damages suffered by Rocket Science shall be recoverable from the Customer on an attorney and own client scale.

12. TERM AND TERMINATION

- 12.1. Services provided under this Agreement shall be provided for the Services Period defined in the Customer Order, unless earlier suspended or terminated in accordance with this Agreement or the Order. The Services that are ordered will Auto Renew for additional Services Periods unless:
 - 12.1.1. The Customer provides Rocket Science with written notice no later than thirty (30) days prior to the end of the applicable Services Period of its intention not to renew such Services, or

- 12.1.2. Rocket Science provides the Customer with written notice no later than thirty (30) days prior to the end of the applicable Services Period of its intention not to renew such Services.
- 12.2. Upon the termination of the Services, will the Customer data be held for 30 days for the purposes of retrieval by the Customer. At the end of the 30-day period, and except as may be required by law, will the Customer data and/or content be deleted or otherwise rendered inaccessible.
- 12.3. Rocket Science may temporarily suspend the Customer password, account, and access to or use of the Services if the Customer or the Customer Users violate any provision of this Agreement. Any suspension or termination by Rocket Science under this paragraph shall not excuse the Customer from its obligation to make payment(s) under this Agreement.
- 12.4. This Agreement may be terminated or suspended by Rocket Science with immediate effect in the event that the Customer:
 - 12.4.1. commits an act of insolvency;
 - 12.4.2. institutes business rescue proceedings;
 - 12.4.3. ceases operating its business as a going concern; or
 - 12.4.4. is provisionally or finally liquidated.
- 12.5. If either party breaches a material term of this Agreement and fails to remedy the breach within 7 days written notice calling upon that party to remedy the breach, then the breaching party is in default and the non-breaching party may terminate the Order under which the breach occurred.
- 12.6. Upon termination of the Order will all amounts due in accordance with the Order or Service be due immediately. This shall include all taxes and expenses incurred by Rocket Science.

12.7. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, fees and taxes and others which by their nature are intended to survive.

12.8. The Customer agrees that it shall be liable for all legal costs incurred by Rocket Science on an attorney and own client scale in respect of any legal proceedings instituted by Rocket Science against the Customer.

13. CONFIDENTIALITY

13.1. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). The parties agree to disclose only information that is required for the performance of obligations under this Agreement.

13.2. A party's Confidential Information shall not include information that:

13.2.1. is or becomes a part of the public domain through no act or omission of the other party;

13.2.2. was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party;

13.2.3. is lawfully disclosed to the other party by a third party without restriction on the disclosure; or

13.2.4. is independently developed by the other party.

13.3. The Customer acknowledges that any information, documents, materials, knowledge, know-how, trade secrets and proprietary interests vesting in and belonging to Rocket Science and/or an associated company, disclosed to the Customer, its employees and/or representatives at any time by or on behalf of Rocket Science which is not in the public domain is confidential and may not be used or disclosed to any third party (whether during the negotiations preceding, during the course of and/or after the termination of this Agreement) for any reason whatsoever save as may be strictly necessary for the due and effectual rendering of the Services.

14. DATA PROTECTION

- 14.1. In performing the Services, Rocket Science will comply with the Rocket Science Privacy Policy located at www.RocketScience.co.za and incorporated herein by reference. The Rocket Science Privacy Policy is subject to change at Rocket Science 's discretion; however, Rocket Science policy changes will not result in a material reduction in the level of protection provided for the Customer Personal Data provided as part of the Customer Content during the Services Period of the Customer Order.

15. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 15.1. Rocket Science warrants that it will perform the Services in all material respects as described in the Service Order, and in a professional manner. If the Services provided to the Customer were not performed as warranted, the Customer must promptly provide written notice to Rocket Science that describes the deficiency in the Services (including, as applicable, the service request number notifying Rocket Science of the deficiency in the Services).

- 15.2. Rocket Science does not guarantee that:

15.2.1. the Services will be performed error-free or uninterrupted, or that Rocket Science will correct all services errors;

15.2.2. the Services will operate in combination with the Customer Content or the Customer Applications, or with any other hardware, software, systems, services or data not provided by Rocket Science;

15.2.3. the Services will meet the Customer requirements, specifications or expectations. The Customer acknowledges that rocket science does not control the transfer of data over communications facilities, including the internet, and that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Rocket Science is not responsible for any delays, delivery failures, or other damage resulting from such problems. Rocket science is not responsible for any issues related to the performance, operation or security of the services that arise from the Customer Content, the Customer Applications or Third Party Content;

15.2.4. Rocket Science does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of Third Party Content or services, and disclaims all liabilities arising from or related to third party content or services; and

15.2.5. Rocket Science does not guarantee that all data can be recovered, specifically where the Customer failed to use recommended software, failed to perform back-ups, or where Data Tapes have failed.

15.3. For any breach of the services warranty, the Customer's exclusive remedy and Rocket Science's entire liability shall be the correction of the deficient services that caused the breach of warranty, or, if Rocket Science cannot substantially correct the deficiency in a commercially reasonable manner, the Customer may terminate the deficient Services and Rocket Science will refund to the customer the fees for the terminated Services that the customer pre-paid to rocket science for the period following the effective date of termination. Such refund is only applicable where the deficiency of the Services was reasonably within Rocket Science's control.

15.4. To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

16. LIMITATION OF LIABILITY

16.1. The Customer agrees that Rocket Science shall not be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of revenue or profits (excluding fees under this agreement), data, or data use stemming from the Services.

17. INDEMNIFICATION

17.1. Subject to the terms of this clause 17 (Indemnification), if a third party makes a claim against either the Customer or Rocket Science ("Recipient" which may refer to the Customer or Rocket Science depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either the Customer or Rocket Science ("Provider" which may refer to The Customer or Rocket Science depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual

property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- 17.1.1. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
 - 17.1.2. gives the Provider sole control of the defence and any settlement negotiations; and
 - 17.1.3. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.
- 17.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Rocket Science's ability to meet its obligations under the relevant Order, then Rocket Science may, at its option and upon 30 days prior written notice, terminate the Order.
- 17.3. The Provider will not indemnify the Recipient if the Recipient:
 - 17.3.1. alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications;
 - 17.3.2. uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient; or
 - 17.3.3. continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Rocket Science will not indemnify the Customer for any portion of an

infringement claim that is based upon the combination of any Material with any products or Services not provided by Rocket Science. Rocket Science will not indemnify the Customer to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to the Customer within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Rocket Science will not indemnify the Customer for infringement caused by the Customer actions against any third party if the Services as delivered to the Customer and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Rocket Science will not indemnify the Customer for any intellectual property infringement claim(s) known to the Customer at the time Services rights are obtained.

17.4. The term “Material” defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used:

17.4.1. in unmodified form;

17.4.2. as part of or as required to use the Cloud Services; and

17.4.3. in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Rocket Science will indemnify the Customer for infringement claims for Separately Licensed Third Party Technology to the same extent as Rocket Science is required to provide infringement indemnification for Materials under the terms of the Agreement.

18. FORCE MAJEURE

18.1. Neither party shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party.

18.2. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. This Section does not excuse either party’s obligation to take reasonable steps to follow its

normal disaster recovery procedures or the Customer's obligation to pay for the Services actually received during this period.

19. GOVERNING LAW

19.1. This Agreement is governed by the laws of the Republic of South Africa.

20. NOTICES

20.1. Any notice required under this Agreement shall be provided to the other party in writing. If the Customer has a dispute with Rocket Science or if the Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if the Customer become subject to business rescue or other similar legal proceedings, the Customer will promptly send written notice via electronic mail to the Rocket Science selected email address and via hand delivery to: Rocket Science (Pty) Limited Nicol Main Office Park, 2 Bruton Road, Bryanston, Johannesburg.

20.2. To request a termination of Services in accordance with this Agreement, the Customer must submit a service request to Rocket Science at the address specified in the Customer Order.

20.3. Rocket Science may give notices applicable to the Customer by means of a general notice on the Rocket Science portal for the Backup Services, and notices specific to the Customer by electronic mail to the Customer e-mail address on record in Rocket Science's account information.

21. ASSIGNMENT

21.1. The Customer may not assign this Agreement or give or transfer the Services or an interest in them to another individual or entity. If the Customer grants a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. For the purposes of this Agreement ("intellectual property") shall include, without limitation, Rocket Science's:

- 22.1.1. trademarks, service marks, trade names, domain names, designs, and patents, in each case whether registered or unregistered and including applications for the grant of any of the foregoing;
- 22.1.2. rights in know-how, confidential information, designs, trade secrets, utility models and petty patents;
- 22.1.3. rights in respect of any new or existing compilation of any data or information not covered under any existing copyright;
- 22.1.4. other intellectual property rights and trade secrets; and
- 22.1.5. all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist in any country in the world.
- 22.2. All such intellectual property shall be deemed, the property of Rocket Science and at no point shall the Customer be entitled to any right, claim or ownership thereto.
- 22.3. The parties agree that this clause 22 shall survive the termination of this Agreement and remain enforceable.

23. NON-CIRCUMVENTION

- 23.1. It is specifically provided that the Customer shall not be entitled to enter into any correspondence, negotiations, or contractual relationships with any of Rocket Science's collaborators, partners, clients, customers, suppliers, employees or service providers in any manner whatsoever without the prior written consent of the Company.
- 23.2. This clause will survive termination of the Agreement if cancelled or terminated for any reason and will remain in force for a period of 2 years after date of termination.

24. GENERAL

- 24.1. Rocket Science is an independent contractor and accordingly no partnership, joint venture, or agency relationship exists between the parties. Each party will be responsible for paying its own employees, including employment related taxes and insurance. The Customer shall defend and indemnify Rocket Science against liability arising under any applicable laws, ordinances or regulations related to the Customer termination or

modification of the employment of any of the Customer's employees in connection with any Services under this Agreement. The Customer understands that Rocket Science's business partners and other third parties, including any third party firms retained by the Customer to provide consulting or implementation services or applications that interact with the Services, are independent of Rocket Science and are not Rocket Science's agents. Rocket Science is not liable for, bound by, or responsible for any problems with the Services arising due to, any acts of any such business partner or third party, unless the business partner or third party is providing Services as a Rocket Science subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Rocket Science would be responsible for Rocket Science resources under this Agreement.

- 24.2. The Customer shall obtain at its sole expense any rights and consents from third parties necessary for the Customer Content to be backed up, including such rights and consents as are necessary for Rocket Science to perform the Services under this Agreement.
- 24.3. The Customer agrees to provide Rocket Science with all information, access and full good faith cooperation reasonably necessary to enable Rocket Science to provide the Services and the Customer will perform the actions identified in the Customer Order as the Customer responsibilities.
- 24.4. The Customer remains solely responsible for the Customer regulatory compliance in connection with its use of the Services. The Customer is responsible for making Rocket Science aware of any technical requirements that result from the Customer regulatory obligations prior to entering into an Order governed by this Agreement. Rocket Science will cooperate with the Customer efforts to determine whether use of the standard Rocket Science Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Rocket Science or changes to the Services.
- 24.5. Rocket Science may audit the Customer's use of the Services (e.g., through use of software tools) to assess whether the Customer's use of the Services is in accordance with the Customer Order and the terms of this Agreement. The Customer agrees to cooperate with Rocket Science's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with the Customer's normal business operations. The Customer agrees to pay within 30 days of written notification any fees applicable to the Customer's use of the Services in excess of the Customer's rights. If the Customer does not pay, Rocket Science can end the Customer's Services and/or the Customer's Order. The Customer agrees that Rocket Science shall not be responsible for any of the Customer's costs incurred in cooperating with the audit.

- 24.6. Survival of Rights, Duties and Obligations: Termination of this Agreement for any cause whatsoever shall not release either party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.
- 24.7. Entire agreement and Variation: No alteration, consensual cancellation, variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by both parties. This Agreement contains the entire Agreement between the parties and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 24.8. Indulgences: No indulgence, leniency or extension of time which any party ("the grantor") may grant or show to the other shall operate as an estoppel or in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.
- 24.9. Invalidity: Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 24.10. Severability: Each undertaking in this Agreement shall be construed as a separate undertaking and if one or more of the undertakings contained in this Agreement is found to be unenforceable or in any way unreasonable (including any restraint of trade) the remaining undertakings shall continue to bind the parties. To the extent possible in any jurisdiction to which this Agreement may apply or in which this agreement may be enforced, if any undertaking contained in this agreement is found to be void but would be valid if the period of application thereof were reduced or if some parts of the undertaking were deleted, the undertaking in question shall apply with such modification as may be necessary to make it valid and effective.
- 24.11. Reliance: Each of the parties acknowledges and agrees that in entering into this Agreement and any documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement as a warranty or representation. The only remedy available to it for breach of such warranties or representations shall be for breach

of contract under the terms of this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud or damages suffered.

- 24.12. Cumulative Rights and Remedies: The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies provided by law.
- 24.13. By accepting and requesting the Services of Rocket Science, the Customer freely agrees to be bound by this Agreement.